

ITEL

Rail Division

Two Embarcadero Center
San Francisco, California 94111
(415) 955-9090
Telex 34234

RECORDATION NO. 10362-24 Filed 1425

APR 30 1981-10 50 AM

INTERSTATE COMMERCE COMMISSION

April 28, 1981

1-120A051

APR 30 1981

Date...

Fee \$ 10.00

24

ICC Washington, D. C.

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I.C.C.
FEE OPERATION BR.

APR 30 10 43 AM '81

Ms. Agatha Mergenovich, Secretary
Interstate Commerce Commission
Washington, DC 20423

Dear Ms. Mergenovich:

Pursuant to 49 U.S.C. Section 11303(a) and the Interstate Commerce Commission's rules and regulations thereunder, I enclose herewith on behalf of Itel Corporation, Rail Division, for filing and recordation, four (4) counterparts of the following document:

Amendment No. 5 dated as of April 23, 1981 (the "Amendment") to the Lease Agreement dated as of March 8, 1979 between Itel Corporation, Rail Division and Green Bay and Western Railroad Company (the "Lease"). Recorded with the ICC May 10, 1979 at 2:00 PM
under Recordation No 10362,

The names and addresses of the parties to the aforementioned Amendment are:

1. Itel Corporation
Rail Division
Two Embarcadero Center
San Francisco, CA 94111
2. Green Bay and Western Railroad Company
2155 Hutson Road
Green Bay, WI 54306

The Equipment covered by the Amendment is one thousand one hundred fifty five (1,155) 70 ton Flush Deck Flatcars (A.A.R. mechanical designation XM, 50'6" in length) bearing the reporting marks GBW 7650 through and including GBW 8604 (955 cars) and GBW 5200 through and including GBW 5399 (200 cars).

Mrs. Lee.
This is
under
10362
but I do
not know
the next
letter

Counterpart - James Butler

Ms. Agatha Mergenovich
April 28, 1981
Page Two

Enclosed also is a check for \$10.00 for the required filing fee.

Please stamp all counterparts of the enclosed document with your official recording stamp. You will wish to retain one (1) counterpart of the document for your files; it is requested that the remaining three (3) counterparts be delivered to the bearer of this letter.

Sincerely,


Patricia Salas Pineda
Counsel

PSP:sc

enclosures

cc: Michael Walsh, Esq.
Weil, Gotshal & Manges
767 Fifth Avenue
New York, New York 10020

Jim Shea
Senior Trust Officer
Citibank, N.A., Trustee
7 Hanover Square
New York, New York 10004

Phillip Jackson, Esq.
Shearman & Sterling -
53 Wall Street
New York, New York 10005

Margaret MacKenzie
Itel Corporation

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

Patricia Salas Pineda
Itel Corporation-Rail Div.
Two Embarcadero Center
San Francisco, California 94111

Dear Madam:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 4/30/81 at 10:50AM, and assigned recordation number(s). 10362-G

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

10362-
L-0166
4/22/81

RECORDATION NO. 10362-8
APR 30 1981 - 10 50 AM
INTERSTATE COMMERCE COMMISSION

AMENDMENT NO. 5

THIS AMENDMENT NO. 5 (the "Amendment") to that certain Lease Agreement (the "Lease") made as of March 8, 1979, between ITEL CORPORATION, RAIL DIVISION ("Lessor") and GREEN BAY AND WESTERN RAILROAD COMPANY ("Lessee"), is made this 23rd day of April 1981 by and between Lessor and Lessee.

W I T N E S S E T H:

WHEREAS, Lessor and Lessee are parties to the Lease pursuant to which four hundred ninety-five (495) boxcars as described therein on Equipment Schedule Numbers 1, 2, 3A and 4A have been leased and delivered by Lessor to Lessee; and pursuant to which one thousand one hundred fifty-five (1,155) boxcars as described therein on Equipment Schedule Numbers 5A, 5B, 6, 7, 8 and 9A have not been delivered by Lessor to Lessee.

NOW, THEREFORE, in consideration of the premises and mutual agreements herein contained, the parties hereto agree to amend the Lease as follows:

1. All terms defined in the Lease shall have their defined meanings when used in this Amendment.
2. Equipment Schedule Numbers 5A, 5B, 6, 7, 8 and 9A are hereby deleted in their entirety.
3. Except as modified by this Amendment, all terms and provisions of the Agreement shall remain in full force and effect.
4. This Amendment may be executed by the parties hereto in any number of counterparts and all said counterparts taken together shall be deemed to constitute one and the same instrument.

ITEL CORPORATION,
RAIL DIVISION

By: Edward M. O'Dea

Title: Pres.

Date: 4-24-81

GREEN BAY AND WESTERN
RAILROAD COMPANY

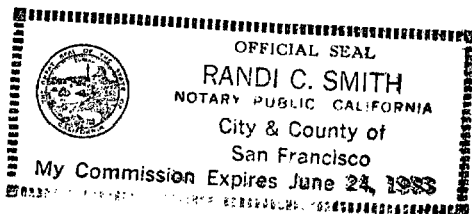
By: Joseph R. Galassi

Title: President

Date: 4-27-81

STATE OF CALIFORNIA)
)
COUNTY OF SAN FRANCISCO) ss:

On this 24th day of April, 1981, before me personally appeared Edward M. O'Dea, to me personally known, who being by me duly sworn says that such person is President of Itel Corporation, Rail Division, that the foregoing Amendment No. 5 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Randi C. Smith
Notary Public

STATE OF WISCONSIN)
)
COUNTY OF BROWN) ss:

On this 27th day of April, 1981, before me personally appeared Joseph R. Galassi, to me personally known, who being by me duly sworn says that such person is President of Green Bay and Western Railroad Company, that the foregoing Amendment No. 5 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Robert L. Goethe
Notary Public